

08 OCT 16 AM 8:30

KING COUNTY
SUPERIOR COURT CLERK
E-FILED
CASE NUMBER: 08-2-03307-4 SEA

SUPERIOR COURT OF WASHINGTON
COUNTY OF KING

RESIDENTIAL FUNDING COMPANY,
LLC., its successors in interest and/or assigns,
Plaintiff,

vs.

JACK C. CRAMER, JR. and JANE DOE
CRAMER, individually and the marital
community comprised thereof; NORMAN
MAAS, P.S. PENSION FUND, a Washington
Professional Services Corporation; JEFFREY G
POOLE, P.C., d/b/a POOLE & ASSOCIATES,
P.C., a Washington Professional Services
Corporation; Occupants of the Premises; and
persons or parties claiming to have any right,
title, lien or interest in the real property
described in the complaint,

Defendants.

NO: 08-2-03307-4 SEA

**ANSWER AND AFFIRMATIVE
DEFENSES OF DEFENDANTS
CRAMER**

COME NOW the defendants JACK C. CRAMER, JR., and DEBORA L. CRAMER,
individually and the marital community composed thereof, (hereinafter "defendants Cramer"
unless otherwise indicated), and in answer to plaintiff's complaint, admit, deny, and allege as
follows (admissions and denials correspond to the numbered paragraphs of plaintiff's complaint):

I. ANSWER

ANSWER AND AFFIRMATIVE DEFENSES
OF DEFENDANTS CRAMER -- Page 1 of 6

HELMUT KAH, Attorney at Law
16818 140th Avenue NE
Woodinville, WA 98072-9001
Phone: (425) 892-6467
Fax: (425) 892-6468
Cell: (206) 234-7798
Email: helmut.kah@att.net
WSBA # 18541

1 1. Defendants are without knowledge or information sufficient to form a belief as
2 to the truth of this averment.

3 2. Allege that defendant Jack C. Cramer's interest in the subject real property is
4 based upon a Warranty Deed dated on or about February 2, 1977, Quit Claim Deed dated on
5 or about April 14, 1987, and Quit Claim Deed dated on or about July 6, 1999. Admit that the
6 described deed of trust is dated and was recorded on the dates alleged.

7 3. Admit.

8 4. Admit.

9 5. Deny.

10 6. Admit.

11 7. Admit.

12 8. Because defendants Cramer are unable to locate a copy of the alleged Note,
13 and because plaintiff has not provided a copy or the original of the alleged Note as an exhibit
14 or otherwise, defendants Cramer are without knowledge or information sufficient to form a
15 belief as to the truth of this averment.

16 9. Admit that defendant Jack C. Cramer executed and delivered the deed of trust
17 attached to the complaint as Exhibit A.

18 10. Defendants Cramer are without knowledge or information sufficient to form a
19 belief as to the truth of this averment.

20 11. Defendants Cramer are without knowledge or information sufficient to form a
21 belief as to the truth of this averment.

22 12. Incorporate defendants Cramer's answer to paragraph 8, above.

23 13. Admit that defendants Cramer have made no payments since May 1, 2001.

HELMUT KAH, Attorney at Law
16818 140th Avenue NE
Woodinville, WA 98072-9001
Phone: (425) 892-6467
Fax: (425) 892-6468
Cell: (206) 234-7798
Email: helmut.kah@att.net
WSBA # 18541

ANSWER AND AFFIRMATIVE DEFENSES
OF DEFENDANTS CRAMER -- Page 2 of 6

See affirmative defenses and counterclaim below.

14. Deny that defendants Cramer are in default. See affirmative defenses and counterclaim below.

15. Denied.

16. Admit that defendants Cramer are not active duty military or service members.

17. Defendants Cramer are without knowledge or information sufficient to form a

belief as to the truth of this averment.

18. Incorporate defendants Cramer's answer to paragraph 8, above.

19. Defendants Cramer incorporate by reference their answers to paragraphs 1

through 18 and further admit, deny, and allege:

20. Deny. Incorporate defendants Cramer's answer to paragraph 8, above. See

affirmative defenses and counterclaim below.

21. Deny.

22. Deny.

23. Admit.

24. Deny.

25. Except as expressly admitted herein, all allegations of plaintiff's complaint are denied.

II. AFFIRMATIVE DEFENSES

2.1 Plaintiff is not a bona fide purchaser in good faith or holder in due course of the alleged promissory note and deed of trust.

ANSWER AND AFFIRMATIVE DEFENSES
OF DEFENDANTS CRAMER -- Page 3 of 6

HELMUT KAH, Attorney at Law
16818 140th Avenue NE
Woodinville, WA 98072-9001
Phone: (425) 892-6467
Fax: (425) 892-6468
Cell: (206) 234-7798
Email: helmut.kah@att.net

1 2.2 Defendant Jack C. Cramer entered into a settlement agreement with plaintiff's
2 predecessor in interest, Countrywide Home Loan, Inc., (hereinafter "Countrywide") on July
3 11, 2003, in the case of Countrywide Home Loan, Inc., King County Superior Court case no.
4 02-2-23019-9 SEA, a true copy of which is attached hereto as Exhibit 1, hereinafter referred
5 to as the "Agreement".

6 2.3 Countrywide breached the material terms of the agreement.

7 2.4 Countrywide's breach of the agreement made it impossible for defendants
8 Cramer to obtain refinancing.

9 2.5 Countrywide's breach made it impossible for defendants Cramer to make
10 payments on the alleged obligation.

11 2.6 Countrywide refused to accept payments from Cramer.

12 2.7 Intermediate assignees refused to accept payments from Cramer.

13 2.8 As a result of Countrywide's breach, the defendant's Cramer have sustained
14 monetary damages, psychological and emotional distress, nervousness, loss of sleep, and
15 mental pain and anguish, due to their inability to refinance, threats of foreclosure, subsequent
16 foreclosure proceedings, been forced into bankruptcy, and the instant foreclosure proceeding,
17 all to Cramer's damage in the sum of \$1,000,000.00.

18 2.9 Plaintiff's claims are subject to all claims, damages, and defenses that
19 defendants Cramer have and may assert against Countrywide, plaintiff's predecessor in
20 interest.

21 3.0 Plaintiff is equitably estopped to assert any claim for monetary damages and
22 foreclosure against defendants Cramer.

23 3.1 Plaintiff's claim is barred by laches.

HELMUT KAH, Attorney at Law
16818 140th Avenue NE
Woodinville, WA 98072-9001
Phone: (425) 892-6467
Fax: (425) 892-6468
Cell: (206) 234-7798
Email: helmut.kah@att.net
WSBA # 18541

ANSWER AND AFFIRMATIVE DEFENSES
OF DEFENDANTS CRAMER -- Page 4 of 6

1 3.2 Plaintiff's claim is barred by the applicable statute of limitations.

2 3.3 Plaintiff acquired its interest in the claim asserted herein for a grossly
3 inadequate consideration. It would be inequitable under all the circumstances to grant
4 plaintiff the relief it seeks through this litigation.

5 3.4 The July 11, 2003, settlement with Countrywide, referenced above, and
6 Countrywide's breach of said settlement agreement, is res judicata as to plaintiff's claims
7 herein.

8 3.5 Plaintiff's claim and interest in the asserted promissory note and deed of trust
9 is so indefinite and uncertain that it is not susceptible of the relief plaintiff claims herein.

10 3.6 Plaintiff's claim is barred by the statute of frauds.

11 3.7 Plaintiff is not the real party in interest.

12 3.8 Countrywide Home Loans, plaintiff's predecessor in interest, breached a
13 condition subsequent to the formation of the July 11, 2003, settlement agreement, i.e. it failed
14 to clear derogatory credit reporting from defendant Cramer's credit bureau files, thereby
15 rendering Cramer's obligations impossible to perform and unenforceable. Therefore,
16 plaintiff's claim against defendants Cramer is barred.

17 3.9 Defendants Cramer are entitled to setoff against plaintiff's claims of any and
18 all damages, costs, expenses, and attorney fees recoverable by Cramer against Countrywide.

19 III. PRAYER FOR RELIEF

20 WHEREFORE, having fully answered the allegations contained in the Plaintiff's
21 complaint, Defendants Cramer pray for relief as follows:

22 3.1 That plaintiff's claims be denied, that its complaint be dismissed with
23 prejudice, and that it take nothing thereby.

HELMUT KAH, Attorney at Law
16818 140th Avenue NE
Woodinville, WA 98072-9001
Phone: (425) 892-6467
Fax: (425) 892-6468
Cell: (206) 234-7798
Email: helmut.kah@att.net

ANSWER AND AFFIRMATIVE DEFENSES
OF DEFENDANTS CRAMER -- Page 5 of 6

WSBA # 18541

1 3.2 That defendants Cramer be awarded their reasonable attorney fees herein
2 pursuant to contract.
3 3.3 That defendants Cramer be granted setoff against plaintiffs claims any and all
4 damages, costs, expenses, and attorney fees recoverable by Cramer against
5 Countrywide.
6 3.4 That defendants Cramer be awarded their costs and disbursements herein.
7 3.5 That defendants Cramer be awarded such other, further and different relief as
8 the court deems just and proper in the premises.

9
10 Respectfully submitted this 16th day of October, 2008.
11
12
13 _____
14 /s/ Helmut Kah
15 Helmut Kah, WSBA # 18541
16 Attorney for defendants Cramer
17
18
19
20
21
22
23

ANSWER AND AFFIRMATIVE DEFENSES
OF DEFENDANTS CRAMER -- Page 6 of 6

HELMUT KAH, Attorney at Law
16818 140th Avenue NE
Woodinville, WA 98072-9001
Phone: (425) 892-6467
Fax: (425) 892-6468
Cell: (206) 234-7798
Email: helmut.kah@att.net
WSBA # 18541

Case Number: 08-2-03307-4
Case Title: RESIDENTIAL FUNDING ET AL VS CRAMER JR ET AL
Document Title: ANSWER OF DEFENDANTS CRAMER
User's Name: Helmut Kah
Filed Date: 10/16/2008 8:30:00 AM

User Signed

Signed By: Helmut Kah
WSBA #: 18541
Date: 10/16/2008 8:29:02 AM